

CONTRACT FOR SERVICES

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE MONTANA UNIFORM ARBITRATION ACT

This Contract (**CCD-01-003-10-PRC**) is made and entered into by and between the Montana Department of Corrections, Community Corrections Division, (hereinafter referred to as the 'Department') whose address and phone number is: 1539 11th Avenue, Helena, Montana 59620-1301, and (406) 444-3930 and Community, Counseling, and Correctional Services, Inc. (hereinafter referred to as **CONTRACTOR**), whose address, telephone number and federal tax I.D. number is: 62 West Broadway, Butte, Montana 59701, (406) 723-6006, and 810413419.

Recitals

WHEREAS, the CONTRACTOR is a non-profit corporation organized under the laws of Montana for the purpose of providing comprehensive community services to adult male offenders (hereinafter referred to as "offenders") who are committed via a court order to the DEPARTMENT; and

WHEREAS, the CONTRACTOR has a Board of Directors empowered to employ persons to care for said offenders within the CONTRACTOR'S Facility; and

WHEREAS, the purpose of this Contract is to set forth the terms of the Contract and the parties' respective rights, duties, and obligations. Now therefore;

THE DEPARTMENT AND THE CONTRACTOR, AS PARTIES TO THIS CONTRACT AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AGREE AS FOLLOWS:

1. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

The CONTRACTOR agrees to comply with DEPARTMENT policies, applicable to the CONTRACTORS program. The CONTRACTOR and the DEPARTMENT agree to the following conditions:

- A. The CONTRACTOR will provide a comprehensive adult out-patient chemical dependency program for:
 1. Parolees violating a condition(s) of their parole to a level that could cause them to return to the custody of the MDOC.
 2. Offenders at MSP or MWP that are mandated by the Board of Pardons and Parole or court ordered to complete chemical dependency programming prior to release.
 3. Offenders committed to the Department of Corrections in which it is determined that the offender is in need of chemical dependency programming. This population will include 4th time DUI offenders.
 4. Offenders participating in prerelease center programs violating as a result of alcohol/drug use.

5. As a general rule, the program will not accept offenders with a history of violent criminal activity or sexual crimes. Additionally, applicants must not have serious medical or mental health problems that would prohibit or significantly limit participation in treatment. The program will not provide detoxification or related medical services. The Offenders will reside at the facility for a period not to exceed 60 days.

B. The goals of the program are to:

1. Meet the supervision, control, and chemical dependency treatment needs of offenders by incorporating the intensive out-patient chemical dependency program model with a criminal thinking errors component.
2. Reduce repeat criminal activity resulting from chemical dependency relapse.
3. Establish and maintain a continuum of care through formal and informal links to community human services agencies.
4. Coordinate the development and delivery of correctional and chemical dependency programming services to offenders adjudicated to the Montana Department of Corrections.
5. Develop and maintain a comprehensive management information system for program evaluation and innovation.
6. Provide appropriate training and continuing education for program personnel.

C. To be accepted into the program, applicants must:

1. Be an adjudicated adult felon and have been evaluated using professionally accepted criteria to determine suitability of chemical dependency and/or appropriate correctional counseling services.
2. Submit a complete and signed application/programming agreement to the program.
3. Have a release destination approved in advance upon entry into the program.
4. Not have medical or psychological problems which require hospitalization or extensive and costly community-base care. If an offender placed in the program has medical/psychological problems that require treatment over and above what the offender can afford to pay for, the offender may be transferred to prison for treatment.
5. Offenders with detainers shall secure verification that the detainers are resolved to the satisfaction of the DEPARTMENT.
6. Be free of escape convictions for a minimum of three years before being considered for referral and/or placement in the program.

7. Factors such as loss of good time, escape history, detention, chemical dependency history, increase in custody or previous conduct in a Prerelease Center may be considered in determining the appropriateness of offender placement in the program.
- D. No offender will be transferred to the CONTRACTORS Facility until its authorized representative has had an opportunity to examine pertinent file material and agreed to accept the offender on a specific date. The CONTRACTORS local screening committee shall include, at a minimum, a representative from the CONTRACTORS program, a member of the CONTRACTORS Board of Director's/citizen, representatives from local law enforcement and a Probation and Parole (P&P) Officer. All offender referrals will be screened thoroughly. Screening procedures will be designed to determine the appropriateness of the offender for a minimum security setting.

Professionally accepted criteria will be utilized to determine offenders suitability for chemical dependency and/or appropriate correctional counseling services.

The local screening committee shall make a decision on referrals within ten working days of receipt of a referral. The screening committee will inform the referring party of their decision immediately following the decision making process.

Offenders screened and accepted into the program shall not be placed in a holding status at the Prerelease Center while waiting for placement into the program.

The file material for screening shall include the following information when applicable.

1. Judgment and Commitment papers;
2. Initial Parole Board Report and Disposition;
3. Probation/Parole violation Reports;
4. Current medical release from the Montana State Prison (MSP) Infirmary and Regional/Private prison Infirmary;
5. FBI rap sheet;
6. Pre-sentence Investigation Report;
7. Psychological evaluation;
8. Basic information sheet;
9. Actions taken by Sentence Review Board
10. Initial classification summary and report;
11. Summary of unit performance from MSP, Treasure State Correctional Training Center (TSCTC), and Regional/Private Prison;

12. Medical and treatment records will be made available upon request.
- E. The CONTRACTOR agrees that file materials shall:
1. Be kept on-site in a secure area which has 24-hour staff coverage;
 2. Include documentation of offender eligibility;
 3. Not be copied. However, in the event that a community agency providing treatment to an offender requires access to that offender's files, the copying and distribution of those files will be permitted given appropriate release forms and signatures;
 4. Not be shown to offenders;
 5. Be purged of all materials (excepting medical, treatment, and legal) upon the date of the offender's release and retained by the CONTRACTOR for a period of five years from the date of the offender's release. Materials generated by the CONTRACTOR are excluded.
 6. Be confidential via written policy; and
 7. Contain a final written case summary of the offender's performance in the Chemical Dependency program.
- F. Parole status offenders, who have been formally relocated and determined appropriate for placement, via an on-site hearing and with the approval of the Board of Pardons and Parole, will be considered acceptable candidates for the program. Parole violators will not be considered acceptable for placement or payment if they are re-instated and placed in the program via a special condition.
- G. Montana State Prison and Montana Women's Prison offenders may be referred to the program via DOC Policy 4.7.5, Prerelease Center Screening Procedure for Incarcerated Adult Offenders.
- H. Offenders committed to the Department of Corrections may be referred to the program by Probation and Parole personnel. P&P personnel shall determine appropriate placement by:
1. Personally interviewing the offender and discussing the case with the last supervising officer or PSI author.
 2. Reviewing appropriate paperwork, to include.
 - X Pre-sentence investigation
 - X file reports
 - X mental health evaluations
 - X chemical dependency evaluations/reports
 - X violation reports
 - X jail reports
 - X DOC placement/release form
 3. Using the risk and needs matrix

- I. Prerelease offenders may be referred to the program via Probation and Parole 140-1, Disciplinary Hearings for class I and II Infractions. In the event of alcohol/drug abuse, the Hearings Officer may impose a sanction to have the offender screened for participation in the program.

Upon acceptance into the program, the offender should remain in custody of the county jail. Upon approval by the local screening committee, the offender may be transferred to the program.

Offenders disapproved for participation in the program, or not able to participate due to a program waiting list, may be transferred to the Montana State Prison or Montana Women's Prison.

- J. Offenders approved for program participation will be transported to the program under supervision of prerelease, prison or jail personnel. On a case-by-case basis, and with the approval of the Department of Corrections, family members, relatives or friends may be allowed to transport an offender to the program.

Upon discharge from the program, offenders may be transferred to prerelease under the supervision of prerelease personnel, via bus transportation, or on a case-by-case basis, and with the approval of the Department of Corrections, family members, relatives or friends.

Offenders discharging from the program and returning to their community may use bus transportation or transportation provided by their family, relatives or friends.

The cost for bus transportation may be provided on a case-by-case basis, and with the approval of the Department of Corrections, for indigent offenders.

- K. The Medical Records Department at the Montana State Prison (male offenders) or Montana Women's Prison (female offenders) shall be informed of the offender's entrance date into the program and discharge date from the program. The Medical Records Department shall enter this information into ACIS.
- L. The program Chemical Dependency Counselors shall coordinate with the correctional institution, Institutional Probation and Parole Officer, or community corrections program, designee, all discharge paperwork.
- M. The CONTRACTOR shall immediately commence an individualized treatment plan specifically tailored to meet the needs of the offender. The plan shall be maintained on a current basis and be designed to set the limits of the offender's behavior, responsibilities, rights and privileges. Program contracts are subject to review and approval by the DEPARTMENT. The release program shall be developed in conjunction with the DEPARTMENT. Offenders' individualized programs are subject to review by the DEPARTMENT. All Class II violations will be sent to the DEPARTMENT within 5 working days. Quarterly progress reports on each offender will be provided to the DEPARTMENT. The DEPARTMENT reserves the right to request more frequent progress reports on problematic or special needs offenders. Progress reports on each offender will be provided to the DEPARTMENT monthly. Copies of revocation allegations and proceedings will be mailed immediately to the DEPARTMENT as well as to the Prison Hearings Officer by the local Hearings Officer.

The CONTRACTOR shall follow acceptable professional practices in implementation of treatment and rehabilitation programming (Moral Reconditioning Therapy (MRT), Chemical Dependency Programming, etc.). These practices shall include, but not be limited to staff/counselor to offender ratios, length of programming, and expected outcomes.

- N. The DEPARTMENT agrees to assume custody at reasonable times of any offender whom the CONTRACTOR believes to be unsuitable for continued residency in its Facility. The offender's return to a DEPARTMENT institution will be arranged by the DEPARTMENT. Under no circumstances will any offender accepted by the CONTRACTOR be requested or forced to leave the CONTRACTORS Facility until the DEPARTMENT has been notified and arrangements made to take the offender into custody. Reasons for removal of the offender from the CONTRACTORS program must subsequently be given in writing.

A written report of violation must be mailed by the local Hearings Officer to the Disciplinary Hearing Officer within 24 hours of the offender's return to MSP or MWP. A written termination report must be provided to the IPPO at MSP or MWP five (5) working days of the date of the disciplinary hearing.

A P&P Officer II, or their designee, will authorize all offender detention placements. In the event the officer, or designee, cannot be reached within 15 minutes for detention placement authorization, the CONTRACTOR has the authority to use a pre-signed warrant to place the offender in the county operated detention facility. The CONTRACTOR will inform the officer, or designee, of the detention placement by 8:00 a.m. the following business day.

The cost of the offender detention placement at the county detention center will be borne by the offender. The CONTRACTOR will establish procedures to inform offenders of this potential cost. When an offender does not reimburse the CONTRACTOR for detention costs, the DEPARTMENT will reimburse the CONTRACTOR for the balance due for the detention costs.

During an offender's detention placement, the DEPARTMENT will continue reimbursement to the CONTRACTOR for the offender's per diem rate. Upon determination by the Department's Hearings Officer that the offender will be returned to prison from the County detention center, the CONTRACTOR will discontinue receiving per diem payments for the offender.

When an offender is unable to pay, all invoices for detention center costs will be forwarded from the county detention center to the P&P Officer II for review and authorization. After review and approval by the P&P Officer II, the invoice will be processed by the Department for payment to the county detention center.

If an offender violates his/her residency and/or program agreement, a hearing will be conducted by the DEPARTMENT. Upon request by the DEPARTMENT, the CONTRACTOR will surrender custody of the offender to a designated officer of the DEPARTMENT or a designated law enforcement official.

- O. The Facility of the CONTRACTOR shall constitute a pleasant, safe and healthful environment. Privacy shall be provided for personal hygiene. Offenders, as specified in the CONTRACTORS house policy, should be allowed to keep and display a reasonable number of personal belongings and to add a limited number of personal items to the decoration of their living area. However, the CONTRACTOR may establish written rules to govern appropriateness of such decorative display. All areas and surfaces should be free of undesirable odors. There shall be adequate closet and drawer space for storage of a reasonable amount of personal property, including lockable storage space.

Sleeping arrangements may consist of individual rooms or multiple occupancy but must provide a minimum of sixty square feet per offender. Such sleeping space must be well ventilated.

Offenders shall be encouraged to take responsibility for maintaining their living quarters. Such responsibilities shall be clearly defined in writing and provided at orientation. There shall be documentation that these responsibilities do not constitute full-time, reimbursable work, but an integral part of the therapeutic treatment.

The environment shall contribute to the development of therapeutic relationships by making available:

1. A full range of social activities for all offenders, from two-person conversations to group activities.
2. Furnished areas where offenders can be alone.
3. Furnished areas to ensure privacy for conversations with other offenders, family, friends or therapist.

Furniture, furnishings and equipment shall be available to accommodate all offenders. Furniture and furnishings shall be comfortable and maintained in clean condition and in good repair. All equipment and appliances shall be maintained in good operating order.

The use and location of noise-producing equipment and appliances, such as televisions, radios, and record players shall not interfere with the therapeutic activities of the program or offender privacy.

The environment shall be maintained and equipped to ensure the health and safety of the offender. Physical health and safety features of the environment shall conform to requirements of local and state authorities having jurisdiction. The CONTRACTOR shall provide offenders with reasonable protection against the danger of fire and smoke, injury attributable to the environment, electrical hazards, and the spread of disease and infection. Records of inspections by local, state and federal authorities having jurisdiction shall be maintained by the CONTRACTOR. Records of corrections of violations shall be maintained. Plans shall be maintained identifying the steps and timetable for correction of non-conforming conditions.

There shall be written plans providing for the continued operation of the program in the event of an employee work stoppage.

There shall be written plans that identify the procedures for meeting disasters. The plans and procedures shall include assignments of tasks and responsibilities, instructions for the use of alarm systems, notification of authorities, use of special emergency equipment, and specifications of escape routes and procedures. The emergency plans and procedures shall be posted at highly visible locations and explained to each new offender at orientation. Drills shall be held at least quarterly to evaluate the effectiveness of disaster plans and procedures.

The CONTRACTOR shall abide by and have proof of compliance with all local/state building, zoning, fire, safety and health codes.

- P. When an offender is unaccounted for and determined to be Absent Without Leave (AWOL), the CONTRACTOR shall follow DOC Policy 3.2.2 - Facility Escapes, as well as the Community Corrections Facility Walkaway Policy and Procedure (CCF-2). The DEPARTMENT has the authority to issue a felony escape warrant upon notification. If there are extenuating circumstances, the reporting staff person will indicate them to the DEPARTMENTS representative. If the circumstance indicates that there is a possibility of the offender returning on his own, the DEPARTMENT may use its discretionary power and choose not to issue the escape warrant at that time.

It will be the responsibility of the CONTRACTORS on-duty staff member to notify the prison shift commander that the offender is to be listed as an escapee. The following information will be needed to list the escape:

- a. Name and Adult Offender (AO) number;
- b. How, when, and where the escape was discovered;
- c. Circumstance surrounding the escape (i.e., did not show up for work or school, etc.);
- d. Probable companions;
- e. Suspected destination and mode of transportation;
- f. Personal and clothing description; and
- g. Who has been notified.

Note: MSP (male) and MWP (female) is responsible for listing the escapee with the National Crime Information Center (NCIC), issuing the felony warrant and complaint and the All Points Bulletin (APB).

The CONTRACTORS on-duty staff member shall immediately send a written report of the escape to MSP (male) or MWP (female). The CONTRACTOR will cooperate fully with instructions from the DEPARTMENT and assist in returning the offender to appropriate custody.

The CONTRACTOR shall report any unlawful offender behavior to local law enforcement officials and the Department. Suspicious behavior will also be reported to the DEPARTMENT.

- Q. The CONTRACTOR will not permit offenders to operate motor vehicles.
- R. The CONTRACTOR shall submit quarterly offender urinalysis (UA) screening reports to the Prerelease Unit Manager.

- S. The CONTRACTORS program personnel shall develop an appropriate referral plan for the offender to effect total and complete recovery and rehabilitation. Personnel shall actively assist offenders to make contact with alcoholic anonymous, social and welfare agencies, and other treatment programs suitable for follow-up care upon release from the program.
- T. The CONTRACTOR shall make reasonable efforts to assure the right of each offender to:
1. Be treated with respect and dignity.
 2. Be treated without regard to physical or mental disability unless such disability makes treatment afforded by the program non-beneficial or hazardous.
 3. Have all clinical and personal information treated confidentially in communications with individuals not directly associated with the program.
 4. Have services for men and women offenders which reflect an awareness of the special needs of each gender. The facility shall provide equivalent clearly defined, and well supervised sleeping quarters and bath accommodations for male and female offenders.
- U. The CONTRACTOR shall ensure that:
1. Lines and delegation of authority, responsibilities, structure, and reporting relationships are explicitly stated in writing and delineate all staff positions and functions. Supervision must be clearly demonstrated.
 2. A policies and procedures manual is developed and implemented describing in detail the program services and personnel services and includes all policies and procedures required by these rules.
 3. The policy and procedure manual is reviewed and revised as necessary to keep it current.
 4. The treatment program will develop and conduct program self evaluations and report results to the DEPARTMENT quarterly.
 5. All offenders have individualized treatment plans. These treatment plans shall:
 - a. Be designed to help the offender understand and overcome his or her illness and meet correctional counseling needs.
 - b. Be the focal point in the documentation of the treatment of the offender.
 - c. Provide summary statements of the offender's problems, appropriate realistic goals, and strategies for achieving goals. Goals should be defined as long or short goals.
 - d. Delineate the treatment process.

- e. Reflect all services provided to the offender and itemize the basic purpose of each service.
- f. Be reviewed and updated as appropriate for each program component.

V. The CONTRACTOR shall ensure progress notes are maintained on offenders. Progress notes shall:

- 1. Be required to provide documentary evidence of person-to-person services provided to the offender.
- 2. Be used in conjunction with the treatment plan to assess progress made in attaining treatment plan goals and ensure modifications (these may occur as staffing notes).
- 3. Relate to the treatment plan, i.e., if a new problem is identified in the note, it must also be entered in the plan.
- 4. Be the primary tool for reviewing the offenders progress.
- 5. Include documentation of important events, information, reported third party statements affecting the offender and contacts from referral sources.
- 6. Be written specific to each service component. One of these should be a staffing note.

W. The treatment component shall include:

- 1. Structured counseling equaling 44 hours per week consistent with the individualized treatment plan. The content of this service must comport to an intensive out-patient model and offer the same foundations of recovery. Chemical dependency counseling shall include guidance through therapeutic interaction between the counselor and one or more offenders, and individual and group counseling directed toward treatment needs, such as, health, education, family relationships, financial management, job counseling or interpersonal relationships. Additional program components shall include criminal thinking errors, moral recognition therapy, anger management and GED. Counseling will be provided to the maximum extent needed by offenders as determined by the CONTRACTOR, and within the financial capability of the CONTRACTOR.
- 2. A minimum of 2 skilled treatment services per day at least 3 times per week. One of the skilled treatment services must be a group of at least 2-3 hours in duration. Skilled treatment services may include group counseling, and educational presentations (lectures).
- 3. A structured educational series which shall be presented in a logical, progressive format and contain the essential elements necessary for recovery.
- 4. One session of documented individual counseling per week with a certified or eligible chemical dependency counselor.

5. Availability of professional consultation including medical.
6. Encouragement of offenders to attend A.A. twice weekly.
7. Periodic assessment review and treatment plan update every two weeks.
8. Provision of family services as appropriate.
9. Referral, transfer, discharge, and follow up services that ensure continuity of care.
10. Other support services as necessary.

X. The CONTRACTOR shall adhere to the following staff requirements:

1. There shall be sufficient qualified and certified chemical dependency counselors, clerical and other support staff, who are not of the offender population, to ensure the attainment of program services objectives and properly maintain the chemical dependency treatment facility. Supervision of all professional and support staff must be clearly demonstrated. This shall not preclude the assignment of work to an offender when the assignment is part of the offender's treatment program, the offender's work assignment has therapeutic value, and the offender works under the immediate supervision of a certified staff member.

There shall be written and current job descriptions for each position within the program which details duties, responsibilities and minimum qualifications.

The program shall maintain personnel files on each employee which contains a job description, resume and/or application, payroll records, performance evaluation and documentation of certification and training.

A planned, supervised orientation shall be provided to each new employee to acquaint him or her with the organization of the program, physical plan layout, his or her particular duties and responsibilities, the policies, procedures and equipment which are pertinent to his or her work and the disaster plan for the facility.

Each employee shall have a tuberculin test upon employment.

Employees with a communicable disease in an infectious stage shall not be on duty.

2. Counselors conducting the IOP program shall demonstrate an ability to work with offenders, a knowledge of the etiology of chemical dependency, and expertise in group skills.
3. Availability of professional counseling services 24 hours per day, 7 days per week.
4. The program shall provide sufficient staff to provide for all aspects of this service. Staff shall be familiar with community resources for referral including medical, social, vocational, mental health, spiritual, alcoholics anonymous, etc.

5. Have required policies and procedures: The program shall develop policies, procedures and plans to address the above listed services, staff requirements and criteria.
- Y. Offender record keeping and reporting requirements specific to the treatment program shall include:
1. Date of offender admission
 2. Admission note/utilization review, which justifies the admission to this level of care based on compliance with dimensional admission criteria and results of diagnostic tools.
 3. Biopsychosocial assessment
 4. Documentation of all supportive service contracts
 5. Individualized treatment plan, which is reviewed and updated every 2 weeks and responds to ARM 20, 3.208(h).
 6. Discharge summary that includes compliance with dimensional criteria or transfer; an account of the offender's response to treatment; a review of the treatment plan and corresponding progress; reason for release and aftercare plan.
- Z. The CONTRACTOR will provide the following services to eligible offenders:
1. Room - Provision of a living facility which complies with Section 1 of this Contract.
 2. Board - Provision of at least the minimum daily adult level of caloric intake and nutritional levels as recommended by the U.S. Department of Agriculture. A nutritionist, dietician, or physician, will annually approve the nutritional value of the food served.

The CONTRACTOR shall establish procedures to inform offenders of the CONTRACTORS financial charges which are assessed. These include, but are not limited to, linen, resident handbook, and transportation fees.

- AA. Supervision - At least one staff member of the Facility must be on the premises at all times so that supervised activity may be maintained.
- BB. Offenders shall receive such medical, Psychiatric, and dental treatment as may be necessary to safeguard their health and prevent pain and suffering. The cost of all such medical and dental treatment, however shall be the responsibility primarily of the offenders to the extent of their ability to pay and secondarily of the DEPARTMENT. Unless an emergency is involved, the CONTRACTOR shall request authority from the DEPARTMENTS Professional Services Division, Health Services Management Bureau before incurring, medical, psychiatric, or dental expenses for which the DEPARTMENT is responsible under the terms of this Contract. All such request may be presented to the Medical Review Panel for approval/denial. The request shall be justified in writing by a professional who is qualified to make such recommendations. In an emergency, the CONTRACTOR may proceed with the necessary treatment without prior authority, but shall notify the DEPARTMENT immediately and furnish full information

regarding the nature of the illness, the type of treatment to be provided and the estimated costs thereof.

All expenses relative to treatment of an offender's last illness, death, preparation and shipment of the body, and burial shall be the responsibility of the DEPARTMENT. If possible, the DEPARTMENT shall be notified in advance of the incurring of any such expense and its instructions shall be followed.

CC. The food service will be guided by the following:

1. A written plan for delivery of dietetic services and naming the person in charge of the food operation and the duties that may be delegated to others.
2. Food shall be served in an appetizing and attractive manner, with realistically planned meal times and in a relaxed atmosphere.
3. Food services shall be in compliance with all applicable federal, state, and local law regulations.

DD. The CONTRACTOR shall maintain sufficient staff to deliver the services required by this Contract. There shall be a minimum of two (2) staff person on the 10:00 p.m. to 6:00 a.m. work shift. There will be a minimum of one (1) staff person on facility premises 24 hours per day, who is readily available and responsible for offender needs. Periodic formal counts will be conducted and documented consistent with the CONTRACTORS policy. Offender movement will be monitored at all times. Offenders will not be allowed to leave the facility without staff supervision. Offender travel is restricted to the County in which the offender is located. In the event of an emergency for out of county travel, special permission may be granted by the Prerelease unit manager or designee.

EE. The CONTRACTOR shall agree to provide information relative to program effectiveness and quality assurance as agreed upon by the DEPARTMENT and CONTRACTOR.

FF. The CONTRACTOR shall maintain a system through which offenders may be present grievances concerning the operation of the program. This procedure does not apply to applicants who have not been accepted and have not signed a residency contract.

GG. The CONTRACTOR will comply with DOC Policy 1.5.13, DNA Testing/Collection of Biological Samples by following the procedures outlined within the policy or utilizing a community resource to obtain DNA samples from designated offenders.

HH. When the Contractor prepares program statistical reports/reviews, the CONTRACTOR will contact the DEPARTMENTS Program and Statistics Bureau to coordinate research reports.

2. COMPENSATION

As compensation for the services provided, the DEPARTMENT shall pay the CONTRACTOR according to the following schedule:

- A. The CONTRACTOR shall, within ten (10) working days following the last day of each calendar month, submit a Department Vendor Invoice to the DEPARTMENT covering contractual services rendered during the preceding month. Unless such invoice is subjected to a special review or audit, the CONTRACTOR is entitled to payment, or written explanation of exception, within 30 days of receiving a correct invoice.
- B. Amounts will be for up to 30 offenders at a rate of \$64.64 per day in FY 2000 and \$65.29 per day in FY 2001. This daily per diem rate includes funds for offender urinalysis screenings. There will be no contracted bed space guarantee. The maximum amount paid under this Contract for FY2000 is \$709,747.20 and for FY2001 is \$714,925.50. Should the CONTRACTOR bill the DEPARTMENT in excess of these amounts, the DEPARTMENT will not reimburse the CONTRACTOR.
- C. The CONTRACTOR is authorized to collect and retain room and board charges in the amount of \$10.00 per day, or a maximum of 25% of net offender earnings or at an amount authorized by administrative rules. The CONTRACTOR has the discretion to forgive all charges, or any portion thereof, based on the CONTRACTORS assessment of the offender's ability to pay.
- D. The conditions of reimbursement outlined above are effective for Fiscal years 2000 and 2001. The CONTRACTOR retains the right to renegotiate for Fiscal Year 2003 with the guarantee that compensation by the DEPARTMENT will not be less than equal to compensation paid in Fiscal Year 2001, subject to availability of funding.
- E. The DEPARTMENT has reimbursed the CONTRACTOR for services at FY99 contracted rates. In order to facilitate retroactive payments according to the rates in this Contract, the CONTRACTOR must submit monthly bills for the balance of payments due from July 1999 through the date the DEPARTMENT begins paying at the FY2000 rates. The DEPARTMENT will make reimbursement to the CONTRACTOR within 30 days of receipt of valid vendor invoices.
- F. Invoices are subject to audit and adjustment by the DEPARTMENT before and after payment is made.
- G. The DEPARTMENT may withhold payments to the CONTRACTOR for failure to perform in accordance with the terms of this Contract. Prior to withholding payment the DEPARTMENT shall notify the CONTRACTOR of its failure to perform in writing. The notice shall specify acts or omissions constituting the default. If the CONTRACTOR fails to remedy the default within 90 days of receiving notice, the DEPARTMENT may withhold payments..
- H. The DEPARTMENT will purchase only those services provided to eligible offenders. The parties understand and agree that the eligibility of offenders to receive services purchased by the DEPARTMENT and furnished by the CONTRACTOR is determined by DEPARTMENT procedures and in accordance with the standards adopted by the Board of Directors of the CONTRACTOR. The CONTRACTOR may, for purposes of this Contract, rely on the DEPARTMENTS written authorization that an individual is a qualified offender for whom the Contract is entitled to payment for services rendered.

- I. The CONTRACTOR shall notify the DEPARTMENT whenever the CONTRACTOR believes it is, or will be, unable to provide the required quality or quantity of services. Upon such notification, the DEPARTMENT and the CONTRACTOR shall meet to determine whether such inability requires modification of this Contract.

Before any such modification of this Contract, the CONTRACTOR shall be given no less than 90 days to cure the reported defect in required quantity or quality of services described herein. The CONTRACTOR agrees to proceed promptly and with due diligence to cure any such defect. Compensation shall continue while the CONTRACTOR works to cure the defect.

Should the parties disagree on the nature of the defect or the cure, the parties agree to promptly resolve the dispute by arbitration in the manner provided for in Section 17 of this Contract. Compensation, as provided in this section, shall continue while the dispute is arbitrated.

- J. If the DEPARTMENT is unable to provide sufficient offenders who, in the opinion of the DEPARTMENT, are appropriate for the chemical dependency program, both the rate of payment and the number of contracted beds may be renegotiated by mutual agreement.

3. TIME OF PERFORMANCE

This contract shall take effect on July 1, 2000 and shall terminate on June 30, 2001. Beginning July 1, 2001, on or about March 1, 2001 and every two years thereafter during the term of this contract, the parties will meet to review the compensation rates described in Section 2 of this contract and, upon presentation of reasonable documentation, agree to amend the contract as necessary. Contract terms must comply with the terms of the Bonds, having substantially the same provisions contained herein. The parties agree to submit the proposed Contract to the Legislative Audit Committee as required by Section 53-1-203(2), MCA.

Every two (2) years the Department agrees to extend this contract for an entire ten (10) year period.

4. LIAISON

- A. Douglas E. Barnes, Prerelease Unit Manager, Community Corrections Division (444-4910) will be the liaison for the DEPARTMENT.
- B. Mike Thatcher, Executive Director, Community, Counseling and Correctional Services, Inc, (723-6006) will be the liaison for the CONTRACTOR.
- C. All notices, requests, or complaints must first be directed to the liaison.

5. This Section Deleted in it's Entirety

6. WORKERS COMPENSATION/INDEPENDENT CONTRACTORS EXEMPTION

The CONTRACTOR is required to maintain Workers' Compensation or an Independent Contractors Exemption covering the CONTRACTOR and/or employees while performing work for the State of Montana in accordance with Section 39-71-120/401/405, MCA. Neither the CONTRACTOR nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period.

7. INSURANCE REQUIREMENTS

PROFESSIONAL LIABILITY: The CONTRACTOR shall maintain for the duration of the contract, at its cost, professional liability insurance during the term of this Contract. Coverage shall be at a minimum of \$500,000 combined single limit per occurrence and \$1 million aggregate single limit per occurrence.

GENERAL LIABILITY: The CONTRACTOR shall maintain for the duration of the contract, at its cost, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability which may arise from work performed under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the CONTRACTOR or its officers, agents, representatives, assigns, or servants.

The CONTRACTOR must provide a certificate for Commercial General Liability and Commercial Automobile Liability (Occurrence Coverage), to include bodily injury, personal injury and property damage with combined single limits of \$1,000,000 per claim and \$2,000,000 aggregate per year, from an insurer with a Best's Rating of no less than A-.

This certificate MUST name the State of Montana as an additional insured under the CONTRACTORS policy including the CONTRACTORS general supervision, products, premises and automobiles used.

A Certificate of Insurance, indicating compliance with the required coverage's must be filed with the Department of Corrections, Prerelease Unit Manager, on or before July 1 of each contract period.

8. HOLD HARMLESS AND INDEMNIFICATION

The CONTRACTOR agrees that it is financially responsible (liable) for any audit exceptions or other financial loss to the DEPARTMENT which occurs due to the negligence, intentional acts, or failure for any reason, to comply with terms of this contract.

The CONTRACTOR agrees to protect, defend, and save the DEPARTMENT, its elected and appointed officials, agents and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR'S or third parties on account of bodily or personal injuries; death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CONTRACTOR and/or its agents, employees, subcontractors, or representatives.

The DEPARTMENT agrees to protect, defend, and save CONTRACTOR, its directors, agents and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind of character, including the cost of defense thereof, arising in favor of DEPARTMENT on account of bodily or personal injuries, death, or damage to property caused by the negligent or intentional acts of DEPARTMENT, its officials, agents, or employees, unless said officials, agents, or employees are acting under the direction or control of the CONTRACTOR.

9. ACCESS AND RETENTION OF RECORDS

- A. The CONTRACTOR agrees to provide the DEPARTMENT, the Legislative Auditor or their authorized agents access to any records concerning this Contract.
- B. The CONTRACTOR agrees to create and retain all records supporting the services rendered for a period of three years after either the completion of this Contract or rendered for a period of three years after either the completion of this Contract or the conclusion of any claim, litigation or exception relating to this Contract taken by the State of Montana or a third party.
- C. The CONTRACTOR agrees to maintain reasonable financial records required by this Contract. In case of financial review, the DEPARTMENT will make every effort to provide the CONTRACTOR with two weeks advance notice. The CONTRACTOR agrees that an independent financial audit, at its expense, shall be conducted annually and at the termination of this Contract and shall be made available to the DEPARTMENT.
- D. The CONTRACTOR agrees that a program and facilities review may be conducted at reasonable times by DEPARTMENT personnel or other duly authorized persons. The review may include facility inspection, meetings with offenders and staff, staffing ratios and job description reviews. The CONTRACTOR agrees to maintain program data as mutually agreed upon with the DEPARTMENT at the beginning of the fiscal year. The CONTRACTOR will produce program narrative and descriptive data in a form agreed upon between the CONTRACTOR and the DEPARTMENT. The CONTRACTOR shall be given reasonable time to produce program narrative and descriptive data. All records pertaining to treatment of offenders will be available to the DEPARTMENT or its authorized agents, but, shall remain the property of the CONTRACTOR.

10. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the DEPARTMENT. No such written approval shall relieve the CONTRACTOR of any obligations of this Contract and any transferee or subcontractor shall be considered the agent of the CONTRACTOR. The CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

All subcontracts directly affecting offenders supervised by the CONTRACTOR, shall be submitted to the Prerelease Unit Manager for review and approval. Upon review by the DEPARTMENT, the Prerelease Unit Manager shall forward the subcontract to the CONTRACTOR. Should the subcontract not be approved by the DEPARTMENT, revision recommendations will be submitted, in writing, to the CONTRACTOR.

11. COMPLIANCE WITH LAWS

The CONTRACTOR must comply with all applicable federal and state law including, but not limited to the prevailing wage laws, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

12. MONTANA PRODUCT PREFERENCE

The CONTRACTOR agrees to provide Montana made goods where those goods are comparable in price and quality to those required by this contract, pursuant to 18-1-112(1), MCA.

13. TERMINATION AND DEFAULT

- A. The DEPARTMENT may, by written notice to the CONTRACTOR, terminate this Contract in whole or in part at any time the CONTRACTOR fails to perform as required in this Contract.
- B. The DEPARTMENT, at its sole discretion, may terminate this CONTRACT if available funding is reduced.
- C. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of contract including, but not limited to, monetary damages or specific performance

14. VENUE

This Contract is governed by the laws of Montana. The parties agree that any mediation, arbitration, or litigation concerning this CONTRACT must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

15. NON-DISCRIMINATION

All parties of this Contract agree that all hiring must be done on the basis of merit and qualifications and there may be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person or persons performing the Contract.

16. LICENSURE

The CONTRACTOR agrees to provide copies of current licenses and certifications which register the CONTRACTOR and/or any associates providing services for the CONTRACTOR as a result of this contract.

17. ARBITRATION

Any claim arising out of, or related to, this Contract shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

18. LIMITS OF AGREEMENT

This Contract contains the entire agreement between the parties and no statement, promises or inducements made by either party or agents thereof which are not contained in the written Contract shall be binding or valid. This Contract shall not be enlarged, modified or altered except upon written agreement signed by all parties to the Contract.

19. RENEGOTIATION

The amount of payment is designed to cover the CONTRACTOR'S fixed costs for contracted bed space. If the bed space cannot be maintained due to: (1) the inability to use a portion of the building, or (2) the inability of the DEPARTMENT to provide sufficient offenders who, in the opinion of the DEPARTMENT, are appropriate for placement, both the rate of payment and the number of contracted beds may be renegotiated by mutual agreement.

The amount of payment referenced in Section 2 is designed to cover the CONTRACTOR'S fixed costs for the population levels indicated. If the population indicated in Section 2 cannot be maintained due to: (1) the inability to use a portion of the building, or (2) the inability of the DEPARTMENT to provide sufficient offenders who, in the opinion of the DEPARTMENT, are appropriate for placement, both the rate of payment referenced in Section 2 and the number of contracted beds may be renegotiated by mutual agreement. However, the changes in population shall not effect the payments under Section 2, which are not subject to renegotiations.

20. COMPLETED CONTRACT

The DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Contracts Management Bureau, 1539 11th Avenue, Helena, Montana 59620-1301.

SIGNATURES

DEPARTMENT

CONTRACTOR

Mike Ferriter, Administrator
Community Corrections Division

Mike Thatcher, Executive Director
Community, Counseling and Correctional Services, Inc.

Date

Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

Date

Approved for the Montana Health Facility Authority by:

Its Associate Director

Date

CONTRACT AMENDMENT CONTRACT #CCD-01-003-10-PRC

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the State of Montana, Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Community, Counseling, and Correctional Services Inc.** (CONTRACTOR) and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2000 and Section 18 provides that the parties may modify their agreement in writing;

NOW THEREFORE, the parties agree as follows:

Section 2 – COMPENSATION, is amended to read (new language underlined, old language interlined):

- B. Amounts will be for up to thirty (30) offenders at a rate of ~~\$64.64~~ \$66.60 per day in FY ~~2000~~ 2002 and ~~\$65.29~~ \$67.93 per day in FY ~~2001~~ 2003. This daily per diem rate includes funds for offender urinalysis screenings. There will be no contracted bed space guarantee. The maximum amount paid under this Contract for FY ~~2000~~ 2002 is ~~\$709,747.20~~ \$729,224.01 and for FY ~~2001~~ 2003 is ~~\$714,925.50~~ \$743,808.49. Should the CONTRACTOR bill the DEPARTMENT in excess of these amounts, the DEPARTMENT will not reimburse the CONTRACTOR.
- C. The CONTRACTOR is authorized to collect and retain room and board charges ~~in the amount of \$10.00 per day, or a maximum of 25% of net offender earnings or~~ at an amount authorized by administrative rules. When the CONTRACTOR adjusts offender room and board fees, the DEPARTMENT shall be notified 90 days in advance of the adjustment. The CONTRACTOR has the discretion to forgive all charges, or any portion thereof, based on the CONTRACTORS assessment of the offender's ability to pay.
- D. The conditions of reimbursement outlined above are effective for Fiscal Years ~~2000~~ 2002 and ~~2001~~ 2003. The CONTRACTOR retains the right to renegotiate for Fiscal Year ~~2003~~ 2004 with the guarantee that compensation by the DEPARTMENT will not be less than equal to compensation paid in Fiscal Year ~~2001~~ 2003, subject to availability of funding.
- E. ~~The DEPARTMENT has reimbursed the CONTRACTOR for services at FY99 contracted rates. In order to facilitate retroactive payments according to the rates in this Contract, the CONTRACTOR must submit monthly bills for the balance of payments due from July 1999 through the date the DEPARTMENT begins paying at the FY2000 rates. The DEPARTMENT will make reimbursement to the CONTRACTOR within 30 days of receipt of valid vendor invoices.~~

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

SIGNATURES

DEPARTMENT

CONTRACTOR

Mike Ferriter, Administrator
Adult Community Corrections Division

Mike Thatcher, Executive Director
Community, Counseling, and Correctional Services Inc.

Date

Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

Date

CONTRACT AMENDMENT CONTRACT #CCD-01-003-10-PRC

THIS CONTRACT AMENDMENT (**Amendment #2**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Community, Counseling, and Correctional Services, Inc.** (CONTRACTOR) and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2000 and Section 18 provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

2. COMPENSATION

- B. Amounts will be for up to thirty-five (~~30~~ 35) offenders at a rate of ~~\$66.60~~ \$68.74 per day in FY ~~2002~~ 2004 and ~~\$67.93 per day in FY 2003~~ 2005. Effective September 3, 2003 through June 30, 2004, five (5) of these beds (3 male and 2 female) shall be reserved for offenders in the BASC and MASC programs. This daily per diem rate includes funds for offender urinalysis screenings. There will be no contracted bed space guarantee. The maximum amount paid under this Contract for FY ~~2002~~ 2004 is ~~\$729,224.01~~ \$881,976.00 and for FY ~~2003~~ 2005 is ~~\$743,808.49~~ \$879,563.00. Should the CONTRACTOR bill the DEPARTMENT in excess of these amounts, the DEPARTMENT will not reimburse the CONTRACTOR.
- D. The conditions of reimbursement outlined above are effective for Fiscal Years ~~2002~~ 2004 and ~~2003~~ 2005. The CONTRACTOR retains the right to renegotiate for Fiscal Year ~~2004~~ 2006 with the guarantee that compensation by the DEPARTMENT will not be less than equal to compensation paid in Fiscal Year 2003, subject to availability of funding.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

CONTRACTOR

Mike Ferriter, Administrator
Adult Community Corrections Division
Inc.

Mike Thatcher, Executive Director
Community, Counseling, and Correctional Services,

Date

Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

Date

CONTRACT AMENDMENT CONTRACT #CCD-01-003-10-PRC

THIS CONTRACT AMENDMENT (**Amendment #3**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Community, Counseling, and Correctional Services, Inc.** (CONTRACTOR) 81 West Park Street, Butte MT 59701 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2000 and Section 18 provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

2. COMPENSATION

- C. Amounts will be for up to ~~thirty-five (35)~~ forty (40) offenders at a rate of \$68.74 per day in FY 2004 and FY 2005. Effective September 3, 2003 through June 30, 2004, five (5) of these beds (3 male and 2 female) shall be reserved for offenders in the BASC and MASC programs. This daily per diem rate includes funds for offender urinalysis screenings. There will be no contracted bed space guarantee. The maximum amount paid under this Contract for FY 2004 is \$881,976.00 and for FY 2005 is ~~\$879,563.00~~ \$1,005,215.00. Should the CONTRACTOR bill the DEPARTMENT in excess of these amounts, the DEPARTMENT will not reimburse the CONTRACTOR.
- E. The conditions of reimbursement outlined above are effective for Fiscal Years 2004 and 2005. The CONTRACTOR retains the right to renegotiate for Fiscal Year 2006 with the guarantee that compensation by the DEPARTMENT will not be less than equal to compensation paid in Fiscal Year ~~2003~~ 2005, subject to availability of funding.

3. TIME OF PERFORMANCE

This contract shall take effect on July 1, 2000 and shall terminate on June 30, ~~2004~~ 2010. ~~Beginning July 1, 2001, on~~ On or about March 1, 2001 and every two years thereafter during the term of this contract, the parties will meet to review the compensation rates described in Section 2 of this contract and, upon presentation of reasonable documentation, agree to amend the contract as necessary. ~~Contract terms must comply with the terms of the Bonds, having substantially the same provisions contained herein.~~ The parties agree to submit the proposed Contract to the Legislative Audit Committee as required by Section 53-1-203(2), MCA.

~~Every two (2) years the Department agrees to extend this contract for an entire ten (10) year period.~~

4. LIAISON

- A. ~~Douglas E. Barnes, Prerelease Unit Manager, Adult Corrections Division~~ Michelle Jenicek, Contracts Program Manager, Adult Community Corrections Division (444-4910) will be the liaison for the DEPARTMENT.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

CONTRACTOR

Mike Ferriter, Administrator
Adult Community Corrections Division

Mike Thatcher, Executive Director
Community, Counseling, and Correctional Services, Inc.

Date

Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

Date

CONTRACT AMENDMENT CONTRACT #CCD-01-003-10-PRC

THIS CONTRACT AMENDMENT (**Amendment #4**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Community, Counseling, and Correctional Services, Inc.** (CONTRACTOR) 81 West Park Street, Butte MT 59701 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2000 and Section 18 provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

Recitals

WHEREAS, the CONTRACTOR is a non-profit corporation organized under the laws of Montana for the purpose of providing comprehensive community services to adult ~~male~~ offenders (hereinafter referred to as "offenders") who are committed via a court order to the DEPARTMENT; and

WHEREAS, the CONTRACTOR has a Board of Directors empowered to employ persons to care for said offenders within the CONTRACTOR'S Facility; and

WHEREAS, effective February 1, 2005, the CONTRACTOR and the DEPARTMENT have agreed to expand the Connections Corrections program in Butte, Montana and also provide these services at a Department-owned facility in Warm Springs, Montana, currently occupied by the CONTRACTOR to provide WATCH program services to the DEPARTMENT; and

WHEREAS, the purpose of this Contract is to set forth the terms of the Contract and the parties' respective rights, duties, and obligations. Now therefore;

THE DEPARTMENT AND THE CONTRACTOR, AS PARTIES TO THIS CONTRACT AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AGREE AS FOLLOWS:

1. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

The CONTRACTOR agrees to comply with DEPARTMENT policies, applicable to the CONTRACTORS program. The CONTRACTOR and the DEPARTMENT agree to the following conditions:

- A. The CONTRACTOR will provide a comprehensive adult out-patient chemical dependency program for adult male and female offenders. Program services shall be provided at the CONTRACTOR'S designated facility in Butte, Montana and at the department-owned facility ("X" building) located on the Montana State Hospital campus in Warm Springs, Montana. Program services shall be provided to:

1. Parolees violating a condition(s) of their parole to a level that could cause them to return to the custody of the MDOC.
 2. Offenders at MSP or MWP that are mandated by the Board of Pardons and Parole or court ordered to complete chemical dependency programming prior to release.
 3. Offenders committed to the Department of Corrections in which it is determined that the offender is in need of chemical dependency programming. This population will include 4th time DUI offenders who have had their suspended portion of their sentence revoked.
 4. Offenders participating in prerelease center programs violating as a result of alcohol/drug use.
 5. As a general rule, only the program at Warm Springs will ~~not~~ accept offenders with a history of violent criminal activity or sexual crimes. Additionally, applicants must not have serious medical or mental health problems that would prohibit or significantly limit participation in treatment. The program will not provide detoxification or related medical services. The Offenders will reside at the facility for a period not to exceed 60 days.
- B. No changes.
- C. No changes.
- D. No offender will be transferred to the CONTRACTORS Facility program until ~~it's the~~ CONTRACTORS authorized representative has had an opportunity to examine pertinent file material and agreed to accept the offender on a specific date. The CONTRACTORS local screening committee for the Butte facility shall include, at a minimum, a representative from the CONTRACTORS program, a member of the CONTRACTORS Board of Director's/citizen, representatives from local law enforcement and a Probation and Parole (P&P) Officer. The local screening committee for the Warm Springs facility shall also include a Montana State Hospital representative. All offender referrals will be screened thoroughly. Screening procedures will be designed to determine the appropriateness of the offender for a minimum security setting.

Professionally accepted criteria will be utilized to determine offenders suitability for chemical dependency and/or appropriate correctional counseling services.

The local screening committee shall make a decision on referrals within ten working days of receipt of a referral. The screening committee will inform the referring party of their decision immediately following the decision making process.

Offenders screened and accepted into the program shall not be placed in a holding status at the Prerelease Center while waiting for placement into the program.

The file material for screening shall include the following information when applicable.

1. Judgment and Commitment papers;
2. Initial Parole Board Report and Disposition;
3. Probation/Parole violation Reports;
4. Current medical release from the Montana State Prison (MSP) Infirmary and Regional/Private prison Infirmary;
5. FBI rap sheet;
6. Pre-sentence Investigation Report;
7. Psychological evaluation;
8. Basic information sheet;
9. Actions taken by Sentence Review Board;
10. Initial classification summary and report;
11. Summary of unit performance from MSP, Treasure State Correctional Training Center (TSCTC), and Regional/Private Prison;
12. Medical and treatment records will be made available upon request.

E - H. No changes.

- I. Prerelease offenders may be referred to the program via Probation and Parole 140-1, Disciplinary Hearings for class I and II Infractions. In the event of alcohol/drug abuse, the Hearings Officer may impose a sanction to have the offender screened for participation in the program.

Upon acceptance into the program, the offender should remain in custody of the county jail and/or the DOC holding facility (i.e., MASC/BASC). Upon approval by the local screening committee, the offender may be transferred to the program.

Offenders disapproved for participation in the program, or not able to participate due to a program waiting list, may be transferred to the Montana State Prison or Montana Women's Prison.

- J. Offenders approved for program participation will be transported to the program under supervision of prerelease, prison or jail personnel. On a case-by-case basis, and with the approval of the Department of Corrections, family members, relatives or friends may be allowed to transport an offender to the program.

Upon discharge from the program, offenders may be transferred to prerelease, ISP, or conditional release under the supervision of DOC and/or prerelease personnel, Inmates

will be transferred via bus transportation, or, on a case-by-case basis, and with the approval of the Department of Corrections, by family members, relatives or friends.

Offenders discharging from the program and returning to their community may use bus transportation or transportation provided by their family, relatives or friends.

The cost for bus transportation may be provided on a case-by-case basis, and with the approval of the Department of Corrections, for indigent offenders.

K. No changes.

L. No changes.

M. The CONTRACTOR shall immediately commence an individualized treatment plan specifically tailored to meet the needs of the offender. The plan shall be maintained on a current basis and be designed to set the limits of the offender's behavior, responsibilities, rights and privileges. Program contracts are subject to review and approval by the DEPARTMENT. The release program shall be developed in conjunction with the DEPARTMENT. Offenders' individualized programs are subject to review by the DEPARTMENT. All Class II violations will be sent to the DEPARTMENT within 5 working days. Quarterly progress reports on each offender will be provided to the DEPARTMENT. The DEPARTMENT reserves the right to request more frequent progress reports on problematic or special needs offenders. Progress reports on each offender will be provided to the DEPARTMENT monthly. Copies of revocation allegations and proceedings will be mailed immediately to the DEPARTMENT as well as to the Prison Hearings Officer by the local Hearings Officer.

The CONTRACTOR shall follow acceptable professional practices in implementation of treatment and rehabilitation programming (~~Moral Reconation Therapy (MRT)~~ Cognitive Principles & Restructuring (CP&R), Criminal Thinking & Errors (CT&E), Chemical Dependency Programming, etc.). These practices shall include, but not be limited to staff/counselor to offender ratios, length of programming, and expected outcomes.

N. No changes.

O. The ~~Facility of the CONTRACTOR~~ program facilities shall constitute a pleasant, safe and healthful environment. Privacy shall be provided for personal hygiene. Offenders, as specified in the CONTRACTORS house policy, should be allowed to keep and display a reasonable number of personal belongings and to add a limited number of personal items to the decoration of their living area. However, the CONTRACTOR may establish written rules to govern appropriateness of such decorative display. All areas and surfaces should be free of undesirable odors. There shall be adequate closet and drawer space for storage of a reasonable amount of personal property, including lockable storage space.

Sleeping arrangements may consist of individual rooms or multiple occupancy but must provide a minimum of sixty square feet per offender. Such sleeping space must be well ventilated.

Offenders shall be encouraged to take responsibility for maintaining their living quarters. Such responsibilities shall be clearly defined in writing and provided at orientation. There shall be documentation that these responsibilities do not constitute full-time, reimbursable work, but an integral part of the therapeutic treatment.

The environment shall contribute to the development of therapeutic relationships by making available:

1. A full range of social activities for all offenders, from two-person conversations to group activities.
2. Furnished areas where offenders can be alone.
3. Furnished areas to ensure privacy for conversations with other offenders, family, friends or therapist.

Furniture, furnishings and equipment shall be available to accommodate all offenders. Furniture and furnishings shall be comfortable and maintained in clean condition and in good repair. All equipment and appliances shall be maintained in good operating order.

The use and location of noise-producing equipment and appliances, such as televisions, radios, and record players shall not interfere with the therapeutic activities of the program or offender privacy.

The environment shall be maintained and equipped to ensure the health and safety of the offender. Physical health and safety features of the environment shall conform to requirements of local and state authorities having jurisdiction. The CONTRACTOR shall provide offenders with reasonable protection against the danger of fire and smoke, injury attributable to the environment, electrical hazards, and the spread of disease and infection. Records of inspections by local, state and federal authorities having jurisdiction shall be maintained by the CONTRACTOR. Records of corrections of violations shall be maintained. Plans shall be maintained identifying the steps and timetable for correction of non-conforming conditions.

There shall be written plans providing for the continued operation of the program in the event of an employee work stoppage.

There shall be written plans that identify the procedures for meeting disasters. The plans and procedures shall include assignments of tasks and responsibilities, instructions for the use of alarm systems, notification of authorities, use of special emergency equipment, and specifications of escape routes and procedures. The emergency plans and procedures shall be posted at highly visible locations and explained to each new offender at orientation. Drills shall be held at least quarterly to evaluate the effectiveness of disaster plans and procedures.

The CONTRACTOR shall abide by and have proof of compliance with all local/state building, zoning, fire, safety and health codes.

P-V No changes.

W. The treatment component shall include:

1. No changes.
2. A minimum of 2 skilled treatment services per day at least 3 times per week. One of the skilled treatment services must be a group of at least 2-3 hours in duration. Skilled treatment services may include group counseling, ~~and~~ educational presentations (lectures), CP&R, CT&E, and Anger Management.
3. No changes.
4. No changes.
5. No changes.
6. Encouragement of offenders to attend A.A. ~~twice weekly~~ meetings a minimum of 3 times per week and also require offenders to obtain a sponsor [of same gender] within 30 days of discharge.
- 7-10. No changes.

X. No changes.

Y. Offender record keeping and reporting requirements specific to the treatment program shall include:

- 1-5. No changes
6. Discharge summary that includes compliance with dimensional criteria or transfer; an account of the offender's response to treatment; a review of the treatment plan and corresponding progress; reason for release and aftercare plan.

Z. The CONTRACTOR will provide the following services to eligible offenders:

3. Room - Provision of a living facility which complies with Section 1 of this Contract.
4. Board - Provision of at least the minimum daily adult level of caloric intake and nutritional levels as recommended by the U.S. Department of Agriculture. A nutritionist, dietician, or physician, will annually approve the nutritional value of the food served.

The CONTRACTOR shall establish procedures to inform offenders of the CONTRACTORS financial charges which are assessed. These include, but are not limited to, linen, ~~resident handbook~~ client guidelines, and transportation fees.

AA. No changes.

BB. No changes.

CC. ~~The food~~ Food services at the Butte facility and the Warm Springs facility will be guided by the following:

1. A written plan for delivery of dietetic services and naming the person in charge of the food operation and the duties that may be delegated to others.
2. Food shall be served in an appetizing and attractive manner, with realistically planned meal times and in a relaxed atmosphere.
3. Food services shall be in compliance with all applicable federal, state, and local law regulations.

Warm Springs

CONTRACTOR shall utilize the Montana State Prison (MSP) Food Factory to provide food services to offenders and on-duty staff at the Warm Springs facility. CONTRACTOR must ensure that food service facilities and equipment meet established governmental health and safety codes at all times.

The cost of meals provided by the Food Factory is **NOT** included in the daily per diem rate paid to CONTRACTOR. However, if DEPARTMENT requires CONTRACTOR to provide said meal services, DEPARTMENT will reimburse Contractor at the following rate: Breakfast \$2.80; Lunch \$2.90; and Dinner \$2.90.

DD-HH. No changes.

II. Smoking is not permitted in any building at either facility. CONTRACTOR/DEPARTMENT staff may only smoke outside the building in Butte and outside the perimeter fence at Warm Springs. **Offenders are not allowed to use tobacco at any time.**

JJ. Offenders from the WATCH program and offenders from the Connections Corrections program shall not intermingle for programming, meals, recreation, exercise, etc., at any time.

KK. While providing these contracted services to offenders housed in the Warm Springs facility, CONTRACTOR will abide by all terms and conditions of the parties current contract for MTC/DUI services (WATCH), as relates to use, care, and maintenance of the Warm Springs facility.

2. COMPENSATION

As compensation for the services provided, the DEPARTMENT shall pay the CONTRACTOR according to the following schedule:

A. The CONTRACTOR shall, within ten (10) working days following the last day of each calendar month, submit a Department Vendor Invoice to the DEPARTMENT covering contractual services rendered during the preceding month. Unless such invoice is subjected to a special review or audit, the CONTRACTOR is entitled to payment, or written explanation of exception, within 30 days of receiving a correct invoice.

B. ~~Invoice amounts for the Butte facility will be for up to forty (40) offenders at a rate of \$68.74 per day in FY 2004 2005 and FY 2005 2006. Effective September 3, 2003 through June 30, 2004, five (5) of these beds (3 male and 2 female) shall be reserved for offenders in the BASC and MASC programs.~~ This daily per diem rate includes funds for offender urinalysis screenings and, effective December 1, 2003, was mutually increased by \$.19 to allow the CONTRACTOR to fund a Registered Nurse (RN) position. The Department will continue to pay this portion of nursing services through June 30, 2006. This RN will provide nursing services to offenders participating in the Prerelease and Connections Corrections programs and may also be utilized to fill-in for vacations and other leave requests at the WATCH Program, as necessary. **Beginning February 1, 2005, invoice amounts for the Warm Springs facility will be for up to forty (40) offenders at a rate of \$61.04 per day, which does not include the \$.19 increase to fund the nursing position.**

There will be no contracted bed space guarantee. The maximum amount paid under this Contract for ~~FY 2004 is \$881,976.00 and for FY 2005 is \$1,005,215.00~~ \$1,373,758.00 and for FY 2006 is \$1,900,336.00. Should the CONTRACTOR bill the DEPARTMENT in excess of these amounts, the DEPARTMENT ~~will~~ may not reimburse the CONTRACTOR.

C. No changes.

D. The conditions of reimbursement outlined above are effective for Fiscal Years ~~2004 and 2005 and 2006~~. The CONTRACTOR retains the right to renegotiate for Fiscal Year ~~2006~~ 2007 with the guarantee that compensation by the DEPARTMENT will not be less than equal to compensation paid in Fiscal Year ~~2003~~ 2006, subject to availability of funding.

~~E. The DEPARTMENT has reimbursed the CONTRACTOR for services at FY99 contracted rates. In order to facilitate retroactive payments according to the rates in this Contract, the CONTRACTOR must submit monthly bills for the balance of payments due from July 1999 through the date the DEPARTMENT begins paying at the FY2000 rates. The DEPARTMENT will make reimbursement to the CONTRACTOR within 30 days of receipt of valid vendor invoices.~~

F-J. No changes.

21. PREVAILING WAGE AND PREFERENCES

A. State law (Section 18-2-401, et. seq., MCA) requires that all public works contracts in which the total cost of the contract is in excess of \$25,000 give a preference to the employment of bona fide Montana residents and must apply the prevailing rate of wages including fringe benefits for health and welfare and pension contributions, and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed.

- B. Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are performing services under public works contracts as provided in this part shall post in a prominent and accessible site on the project or work area, not later than the first day of work, a legible statement of all wages to be paid to the employees on such site or work area.
- C. The standard prevailing rate of wages is determined by the Montana Commissioner of Labor in accordance with Sections 18-2-401 and 18-2-402, MCA. Travel allowance, if applicable, may or may not be all inclusive of "travel" and/or subsistence and travel time due employees. It is incumbent on the employer to determine the amount due for each applicable construction service and nonconstruction service employed. (Ref. Appendix A, Nonconstruction Prevailing Wage Rates – Effective December 25, 2003).

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

CONTRACTOR

Mike Ferriter, Administrator
Adult Community Corrections Division

Mike Thatcher, Executive Director
Community, Counseling, and Correctional Services, Inc.

Date

Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

Date

Attachment A
Nonconstruction Prevailing Wage Rates
Effective December 25, 2003

These rates are not available electronically and have been included as a separate attachment.

CONTRACT AMENDMENT CONTRACT #CCD-01-003-10-PRC

THIS CONTRACT AMENDMENT (**Amendment #5**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Community, Counseling, and Correctional Services, Inc.** (CONTRACTOR) 81 West Park Street, Butte MT 59701 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2000 and Section 18 provides that the parties may modify their agreement in writing.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

2. COMPENSATION

As compensation for the services provided, the DEPARTMENT shall pay the CONTRACTOR according to the following schedule:

- A. No changes.
- B. Invoice amounts for the **Butte** facility will be for up to forty (40) offenders at a rate of ~~\$68.74~~ \$71.68 per day in ~~FY 2005 and FY 2006~~ and \$72.92 per day in FY 2007. This daily per diem rate includes funds for offender urinalysis screenings and, effective December 1, 2003, was mutually increased by \$.19 to allow the CONTRACTOR to fund a Registered Nurse (RN) position. The Department will continue to pay this portion of nursing services through June 30, 2006. This RN will provide nursing services to offenders participating in the Prerelease and Connections Corrections programs and may also be utilized to fill-in for vacations and other leave requests at the WATCH Program, as necessary. ~~Beginning February~~ Beginning July 1, 2005, invoice amounts for the **Warm Springs** facility will be for up to forty (40) offenders at a rate of ~~\$61.04~~ \$63.48 per day, increasing to \$64.75 per day on July 1, 2006. These daily rates do not, ~~which does not~~ include the \$.19 increase to fund the nursing position.

There will be no contracted bed space guarantee. The maximum amount paid under this Contract for ~~FY 2005 is \$1,373,758.00 and for FY 2006 is \$1,900,336.00~~ \$1,973,353.52 and for FY 2007 is \$2,009,997.07. Should the CONTRACTOR bill the DEPARTMENT in excess of these amounts, the DEPARTMENT may not reimburse the CONTRACTOR.

- C. No changes.
- D. The conditions of reimbursement outlined above are effective for Fiscal Years ~~2005 and 2006~~ and 2007. The CONTRACTOR retains the right to renegotiate for Fiscal Year ~~2007~~ 2008 with the guarantee that compensation by the DEPARTMENT will not be less than ~~equal to~~ compensation paid in Fiscal Year ~~2006~~ 2007, subject to availability of funding.

- E-J. No changes.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

CONTRACTOR

Mike Ferriter, Administrator
Adult Community Corrections Division

Mike Thatcher, Chief Executive Officer
Community, Counseling, and Correctional Services, Inc.

Date

Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

Date